



STATE OF DELAWARE
Department of Justice

February 16, 2017

ISSUED BY: John H. Taylor III
Deputy Attorney General
302-577-8332

SUBJECT: **AWARD NOTICE**
CONTRACT NO. LGL17101-OPIOID_STUDY
Inventory of Deficiencies in Opioid and Heroin Addiction Treatment

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. CONTRACT PERIOD	2
2. VENDORS	2
3. SHIPPING TERMS	2
4. DELIVERY AND PICKUP	2
5. PRICING	2
ADDITIONAL TERMS AND CONDITIONS.....	2

KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid for until the subject services are completed, commencing February 14, 2017.

2. VENDOR

Hornby Zeller Associates, Inc.
48 Fourth Street, Suite 300
Troy, NY 12180

3. SHIPPING TERMS

[\(Return to Table of Contents\)](#)

N/A

4. DELIVERY AND PICKUP

[\(Return to Table of Contents\)](#)

N/A

5. PRICING

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract.
\$49,100

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

6. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION

N/A.

9. ORDERING PROCEDURE

N/A

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number LGL17101-OPIOID_STUDY on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

12. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due unanticipated circumstances beyond its reasonable control that were not reasonably foreseeable. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.